



THE M.P. STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LIMITED

PANCHANAN, 3 rd FLOOR, MALVIYA NAGAR, BHOPAL

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**ONLINE
REVISED TENDER DOCUMENT**

FOR SUPPLY OF

**250 GSM ISI MARKED TARPAULINS MADE FROM HIGH DENSITY
POLYETHYLENE (HDPE) WOVEN FABRIC (IS 7903:2011)**

DUE ON 15th Feb 2018



**THE MADHYA PRADESH STATE AGRO INDUSTRIES DEVELOPMENT
Corporation LIMITED**

"PANCHANAN" 3rd FLOOR, MALAVIYA NAGAR, BHOPAL

Phone (0755)- 2764234, 2551756, 2761392, Fax: 0755-2557305

No. HO/MPAGRO/MKT/2017

Dated : 30-1-2018

e-Tender Notice

The rates are invited for 250 GSM "ISI marked Tarpaulins made from High Density Polyethylene (HDPE) woven fabric (IS 7903:2011)" for around one lakh pieces of size 6X8 Meter of color Black/Black. The EMD for this tender is Rs. 11 Lakh in the form of Demand Draft in favor of MP State Agro Industries Development Corporation Ltd. payable at Bhopal.

Last date for submission of technical and financial bid is 15th Feb 2018 upto 2 pm.

Technical bid will be opened at 15th Feb 2018 at 3 pm.

The detailed terms and condition are given in the tender document available on corporation website www.mpagro.org and www.mpeproc.gov.in .

Amendments, if any, will be published on Corporation's website www.mpagro.org and www.mpeproc.gov.in only. No further notification will be made in the news papers.

Dy. General Manager (Mktg)

THE M.P. STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION LIMITED

THE RATES ARE INVITED FOR 250 GSM "ISI MARKED TARPAULINS MADE FROM HIGH DENSITY POLYETHYLENE (HDPE) WOVEN FABRIC (IS 7903:2011)"

This document contains 23 pages as below:

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Meaning of the words used in this document

1.	The Corporation	-	M.P. State Agro Industries Development Corporation Ltd.
2.	Beneficiary/ Consignee	-	The person / department who wish to purchase the items through this Corporation.
3.	Application forms/ the document	-	Application forms and all other relevant annexure/ documents
4.	Tenderer	-	The Manufacturer/ Authorized Distributor who submit offers for Rate contract for supply of Items as per document.
5.	The supplier	-	Firm whose name is registered against this Tender
6.	EMD	-	Earnest Money Deposit
7.	Department	-	Directorate of Agriculture Engineering Madhya Pradesh.
8.	Managing Director	-	Managing Director of M P State Agro Industries Development Corporation Ltd Bhopal

General Terms and conditions

A. DISCLAIMER

Though adequate care has been taken in the preparation of this TENDER document. The Tenderer should satisfy himself that the document is complete in all respect. Intimation of discrepancy, if any, should be informed to the Corporation before 08-01-2018 up to 2.00 pm. In case of non-receipt of such intimation, it shall be deemed that the Tenderer is satisfied that the document is complete in all respects.

Information received against any discrepancy (up to due date and time as mentioned above) will be examined and if any amendments required same will be appended with TENDER document. If no amendments are required the offere have no right to raise objection.

B. DOCUMENT FEE, EMD AND SCHEDULE OF TENDER BIDDING PROCESS

The Tender Document (TENDER) is invited under E- Tender system and bidding process will have following steps:

Tender Document Fee	Rs.5000.00 (shall be paid online)
Earnest Money Deposit (EMD)	Rs. 11,00,000(shall be paid through Demand Draft (scan copy of DD shall be uploaded on the portal)
Date and time of start of purchase Tender Documents	2:00 PM ON 30thJan 2018
Date and time of end of submission of Bids(Technical/Financial Bids both)	UP TO 3:00 PM ON 15th Feb 2018
Date and time of opening of Mandatory Documents / Technical Bid	4.00 PM ON 15th Feb 2018
Tentative Date and Time of opening of Financial Bids of qualified Tenderer	4.00 PM ON 16th Feb 2018 tentative & if there is any change , it will be uploaded on website.

Opening date of Price bid of eligible Tenderer will publish on Notice Board and website of the corporation. Each stage of bidding process will take place on the date and time mentioned against them. However if the date and time is changed / postponed, information in this regard will be published on Corporation's web site. Other documents and instructions are given in this documents.

C. TECHNICAL SPECIFICATION FOR ITEM AT ANNEXURE I (PAGE 7)

- D. TENDERER SHOULD FULFILL ELIGIBILITY CONDITIONS AS PER ANNEXURE II (PAGE 8)**
- E. TENDERER SHOULD SUBMIT DOCUMENTS GIVEN AS PER ANNEXURE III (PAGE 9-10)**
- F. TENDERER SHOULD SUBMIT FINANCIAL BID AS PER ANNEXURE IV (PAGE 11-12)**
- G. TENDERER SHOULD FOLLOW TENDER INSTRUCTION AS PER ANNEXURE V (PAGE 13-19)**
- H. TENDERER SHOULD SUBMIT APPLICATION FORM AS PER ANNEXURE VI (PAGE 20)**
- I. TENDERER SHOULD SUBMIT AFFIDAVIT AS PER ANNEXURE VII (PAGE 21)**
- J. TENDERER SHOULD SUBMIT AUTHORIZATION LETTER IN CASE TENDERER IS AUTHORIZED DEALER / DISTRIBUTOR AS PER ANNEXURE VIII (PAGE 22)**
- K. SUCCESSFUL TENDERER SHOULD SUBMIT DRAFT AGREEMENT AS PER ANNEXURE IX ON NON-JUDICIAL STAMP PAPER OF RS 1000/- FOR WHICH TENDERER SHOULD BEAR THE COST. (PAGE 23-24)**

Annexure I

Technical Specifications

Specifications of ISI MARKED TARPAULINS MADE FROM HIGH DENSITY POLYETHYLENE WOVEN FABRIC:

Movable Threshing Floor	250GSM, "ISI marked Tarpaulins made from High Density Polyethylene (HDPE) woven fabric (IS 7903:2011)".
Size	6m x 8m
Eyelets	One eyelets on each corner and one eyelet on middle of each side with reinforcement piece.
Colour	Black/ Black
Marking	Each piece should contain ISI marking with CM/L Number and with manufacturer's brand.

Eligibility Criteria

1. The tenderer should be a Manufacturer or Authorized Distributor of the manufacturer of the "ISI marked Tarpaulins made from High Density Polyethylene (HDPE) woven fabric (IS 7903:2011)"
2. One manufacturer should be represented as tenderer either by themselves or by authorizing distributor.
3. The tenderer is an authorized distributor he should have consent for participating in this tender from manufacturer for the same.
4. The tenderer should have valid BIS license for the "ISI marked Tarpaulins made from High Density Polyethylene (HDPE) woven fabric (IS 7903:2011)" issued on or before 1st December 2014 and renewed subsequently. In Case of tenderer is dealer he should produce valid BIS license of principal manufacturer.
5. The tenderer should have supplying capacity and financial resources to supply 1 (One) Lakh pieces of 250 GSM, "ISI marked Tarpaulins made from High Density Polyethylene (HDPE) woven fabric (IS 7903:2011)" within 3 month from the date of purchase order.
6. The tenderer should submit **EMD for Rs.11.00 lakhs** along with the tender.
7. The tenderer should have **minimum Annual Turnover of Rs.15.00 Cr** in one financial year during any of last 3 financial years (FY 14-15, FY 15-16, FY 16-17).
8. The tenderer shall submit test report issued by Government laboratory / laboratory with NABL Accreditation, issued not before 01-Jul.-2017 for article 250 GSM thickness "ISI marked Tarpaulins made from High Density Polyethylene (HDPE) woven fabric (IS 7903:2011)".

Mandatory Documents

Envelope A (Technical Documents)

All the Mandatory Documents listed below are to be uploaded on or before 12th Jan 2018 3:00 pm,(in JPG or PDF format only, in minimum resolution of 100 DPI.) (Self Certified with Seal and signature) Document uploaded in any other format will not be considered

In accordance with the procedure, the sealed cover containing hard copies of the documents should be dropped in the tender box separately kept in marketing section on or before 12.01.2018 up to 03:00 PM

1. Copy of manufacturing license of the principal manufacturer from District Industries Dept. & Labour Dept
2. Copy of valid BIS license for manufacturing of "ISI marked Tarpaulins made from High Density Polyethylene (HDPE) woven fabric (IS 7903:2011)".
3. In case tenderer is a Authorized distributor, A written consent from the manufacturer to exclusively participate in this tender.
4. Competency certificate issued by Chartered Accountant for supply of 50,000 Piece of size 6 Meter X 8 Meter or 24,00,000 sq mt. 250 GSM, "ISI marked Tarpaulins made from High Density Polyethylene (HDPE) woven fabric (IS 7903:2011)". in 90 days basing on the performance of the tenderer during any of the 2 years in preceding financial 5 years.
5. EMD for Rs. 11.00 lakhs by way of Demand Draft drawn in favour of "MP STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION Ltd" payable at Bhopal is to be enclosed to the tender document
6. Certificate of Annual Turnover for last three years issued by Chartered Accountant showing minimum Rs. 15.00 crores turnover in any one financial year during last three financial years.
7. The Satisfactory certificate in proof of experience on supply of 50,000 pieces of size 6 Meter X 8 Meter or 24,00,000 sq mt. 250 GSM, "ISI marked Tarpaulins made from High Density Polyethylene (HDPE) woven fabric (IS 7903:2011)" of same specifications obtained from the Government Department / Government Organizations either by the the manufacturer or by their Authorized Dealer to be produced in hard copies only. The Satisfactory certificates issued by the concerned Government Authority not less than the rank of District Head shall be enclosed. Along with the Satisfactory Certificate tenderer should provide information in following format which need to be uploaded to portal. ***Copies of satisfactory certificates need not be uploaded to portal but to be produced in hard copies along with tender document.***

S.No.	Reference Number of Certificate	Date of Issue	Specifications of Tarpaulins supplied	Quantity supplied	Year of Supply	Department to whom supplied & State

8. The latest test report, issued not before 01 July 2017, issued by Government laboratory with NABL Accreditation of 250GSM, "ISI marked Tarpaulins made from High Density Polyethylene (HDPE) woven fabric (IS 7903:2011)".
9. 2 Nos. of sample pieces of required specification be submitted separately on or before last date of tender in the office of "MP STATE AGRO INDUSTRIES DEVELOPMENT CORPORATION Ltd" Bhopal.
10. Copy of GSTIN No. and Registration Certificate issued by Government of India.
11. Copy of PAN Card
12. Copy of latest GST Returns filed by the Firm.
13. Complete tender document duly filled in, signed and stamped.

Those Tenderer who become eligible during the verification of their technical documents, will be eligible for opening of Commercial/ Price bid.

Annexure IV

Financial Bid

1. The price is to be quoted in the proforma given below through online (i.e., the price bid is to be uploaded through e-portal). Around 1 Lakh pieces will be distributed to the farmers at different block headquarters of the state. Requirement of individual blocks will be intimated to successful bidder at time of order.

	Item	Unit	Price per piece in Rs. (Inclusive of FOR destination, Loading, Unloading , Insurance GST 18%, Corporation Marging 5 % and GST 18% on Corporation Margin)
	250GSM, "ISI marked Tarpaulins made from High Density Polyethylene (HDPE) woven fabric (IS 7903:2011)".	1 Piece of 8 X 6 Meter Size	
	250GSM, "ISI marked Tarpaulins made from High Density Polyethylene (HDPE) woven fabric (IS 7903:2011)".	Rate per square meter	

To be uploaded online. No hard copy is required

Purchase / Selling rate for 250GSM, "ISI marked Tarpaulins made from High Density Polyethylene (HDPE) woven fabric (IS 7903:2011)".									
Name of Supplier :									
Address :									
Phone Number/Fax :									
Mobile No. :									
Brand :									
S.No.	Name of Item	Unit	Basic Price Rs.	GST on Basic Price Rs. @ 18%	Purchase price to Corporation	Corporation Margin @ 5% Rs.	GST on Corporation Margin Rs. @ 18%	Final Selling rate to customer through MP Agro	MRP
1	2	3	4	5	6 (4+5)	7 (5% on Basic price)	8	9 (6+7+8)	
1	250GSM, "ISI marked Tarpaulins made from High Density Polyethylene (HDPE) woven fabric (IS 7903:2011)".	1 Piece of 8X6 Meter							
2	250GSM, "ISI marked Tarpaulins made from High Density Polyethylene (HDPE) woven fabric (IS 7903:2011)".	Per square meter							

- The price quote should be the lowest. The required quantity will be splitted. L-1 will be allotted 50% of the total quantity required. However counter offer to L-2, L-3 etc will be given for rates accepted by L-1. On acceptance of counter offer, L-2 and L-3 etc will be allotted 30% and 20% of the total required quantites.
- The rates will be valid during the currency of the agreement which may be extended by Managing Director for 6 months.

Note : *The price to be quoted in proforma given below in Envelop B (hard copy). The breakup of quoted price uploaded to portal is to be provided in format given below*

INSTRUCTION FOR TENDERERS

The offers are invited under e-tendering system from the manufacturers or their authorized dealer/distributor

- The Tenderers are required to read carefully the terms and conditions of document and submit documents / relevant information mentioned in TENDER document which is available on website only after affixing their digital signatures as a token of acceptance.
- Any amendment(s) in the document including extension of date etc., such amendment(s) will be hoisted on the Corporation's website www.mpagro.org. & on www.mpeproc.gov.in. No further notification will be published in the news paper. Accordingly interested bidders are advised to keep close watch on the Corporation's website in their own interest. It is also to be noted that any such amendments will be part of Rate Contract.
- The Tenderers will have to get registration with www.mpeproc.gov.in for E-tendering, without registration Offers cannot be uploaded on portal. To participate in Online TENDER interested Tenderer will be required Registration at Portal and valid class 3 digital signature certificates. Any charge/fee required for registration by www.mpeproc.gov.in is to be paid by Tenderer.
- The TENDER document is available on website www.mpagro.org of the corporation & on www.mpeproc.gov.in .
- TENDER Document can be downloaded by paying on-line payment Rs 5000 (Five Thousand Only) on www.mpeproc.gov.in against the cost of document.
- Approximate quantity of order as on date is One Lakh Pieces. The corporation reserves all right to increase or decrease this order quantity. In case of any such changes tenderer have to abide by price quoted by them.

1. TENDER SUBMISSION:

- a. The applicant should pay Rs. 5000/- through online portal www.mpeproc.gov.in. On payment of application fee, the tender document can be downloaded from website www.mpstateagro.org. But the application fee is to be paid online only through www.mpeproc.gov.in
- b. All the documents which are uploaded are to be provided in the form of hard copy duly self-attested, stamped and submit in the office of MPSAIDC Ltd, Panchanan, 3rd Floor, Malviyanagar, Bhopal before 3 PM on 12-01-2018. The sealed envelope should be super scribed with“Tender for supply of ISI markedTarpaulin made from High Density Polyethylene woven fabric”
- c. Each applicant is eligible to submit only one tender.
- d. The tenderer has to submit two samples along with tender.

- e. The physical copy of the tender document shall be filled with complete information and to be dropped in the prescribed tender box kept in the concerned section of the Corporation. The sealed envelope shall be super scribed as “Tender for supply of 250GSM, ISI marked Tarpaulins made from High Density Polyethylene (HDPE) woven fabric (IS 7903:2011)”.
- f. The L1 rate approved will be valid for a period of two years.
- g. The rate applicable for supply of 250GSM, "ISI marked Tarpaulins made from High Density Polyethylene (HDPE) woven fabric (IS 7903:2011)" should be FOR destination up to block headquarters, inclusive of all taxes like GST and 5% margin to the Corporation. This quoted price will be selling price of the product.

2. TERMS OF PRICE QUOTE:

- a. The price is to be quoted in the prescribed proforma through online (i.e., the price bid is to be uploaded through e-portal).
- b. The rate quoted is applicable for supply of 250GSM, "ISI marked Tarpaulins made from High Density Polyethylene (HDPE) woven fabric (IS 7903:2011)". through District office of the Corporation throughout all the Block Headquarters or Districts of MP, which includes loading/ unloading, transportation charges and 5% margin to the Corporation.
- c. The price quote should be the lowest. Only L1 rate will be considered to award order.
- d. The rate applicable for supply of 250GSM, "ISI marked Tarpaulins made from High Density Polyethylene (HDPE) woven fabric (IS 7903:2011)" should be FOR destination up to block headquarters, inclusive of all taxes like GST and 5% margin to the Corporation. This quoted price will be selling price of the product.
- e. The Tenderer should quote price on online portal only.

3. NEGOTIATION:

It is clarified that normally, no rate negotiation will be done and therefore the Tenderer should quote their lowest prices only. However if rate received is not reasonable than on recommendation of committee, the Managing Director of the Corporation may decides to give counter offer of the rates decided by the corporation to all eligible offerers.

4. EARNEST MONEY DEPOSIT (EMD):

The details of EMD amount of **ISI MARKED TARPAULINS MADE FROM HIGH DENSITY POLYETHYLENE WOVEN FABRIC** is as follows:

S.No	Name of the Material	Amount in Rs.
1	250GSM, "ISI marked Tarpaulins made from High Density Polyethylene (HDPE) woven fabric (IS 7903:2011)".	Rs. 11,00,000/- (Rupees Eleven Lakhs Only)

- a. It may please be noted that the required quantity will be splitted. L-1 will be allotted 50% of the total quantity required. However counter offer to L-2, L-3 etc will be given for rates accepted by L-1. On acceptance of counter offer L-2 and L-3 will be allotted 30% and 20% of the total required quantity respectively.
- b. On Earnest Money Deposit, no interest will be paid.
- c. The Earnest Money Deposit Demand Draft is to be obtained in favor of **MP State Agro Industries Development Corporation Ltd** payable at Bhopal. In the absence of EMD, tender will not be accepted.

5. OPENING OF TENDER:

- a. The physical copy of the tender along with samples will be received in the office of DGM (Mktg) MP State Agro Industries Development Corporation Ltd, Panchanan, 3rd Floor, Malviya nagar, Bhopal up to 03:00 PM on 12-01-2018.
- b. The uploaded technical bids of tenders will be opened at 04:00 PM on 12-01-2018 in the presence of tenderers or their authorized representatives.
- c. In case, the technical bids are not opened on the schedule date & time, due to some reason, the next date and time of opening of technical bid will be displayed on the notice board of the Corporation or it will be informed to tenderers or their representatives.
- d. The Commercial Bids of only qualified tenderers will be opened at 3.00 P.M on 08-01-2018. In case, the commercial bids are not opened on the schedule date & time, due to some reason, the next date and time of opening of commercial bid will be displayed on the notice board of the Corporation or it will be informed to tenderers or their representatives.

6. THE EARNEST MONEY DEPOSIT (EMD) WILL BE FORFEITED UNDER THE FOLLOWING CIRCUMSTANCES:

- a. Before finalizing the tenders by the Corporation for acceptance/ rejection, if the tenderer withdraws the offer.
- b. In case, it is found that the tenderer gave wrong information or submitted wrong documents in the tender, the concerned firms will be Black Listed for a period of three years from participation in the Tender, besides forfeiting EMD / Security Deposit.
- c. In case, the successful tenderer fails to supply the ordered quantity of material against the stipulated time.
- d. If the successful tenderer fails to supply the material as per specifications prescribed i.e., measurement & quality and when Corporation officials ask for replacement with quality material in stipulated time and the successful tenderer again fails to do so.
- e. In case, tenderer undertakes any action that is detrimental to the procedure/reputation of the Corporation.

7. EXECUTION OF AGREEMENT:

- a. The Corporation will intimate the successful Tenderer regarding acceptance of his offer and inform him to execute an agreement. In case the Tenderer fails to execute agreement within time limit the EMD deposited by Tenderer shall be forfeited.
- b. The successful Tenderer shall have to execute an agreement as per Annexure 8 with the Corporation. The agreement will be executed on non-judicial stamp paper of Rs. 1000/-, the cost of the same will be borne by the Tenderer.

8. TESTING:

The tenderer should submit the sample along with Test Report issued by Government laboratory / laboratory with NABL Accreditation for 250 GSM "ISI marked Tarpaulins made from High Density Polyethylene (HDPE) woven fabric (IS 7903:2011)". The test report should be latest, issued not before 01 July 2017.

9. SUPPLIES THROUGH CORPORATION:

The successful tenderer has to supply the material to the State Govt. Departments through Corporation at the rate approved by the Corporation against the proper order for supply. In the event of approved supplier effect supplies through any other Departments without the knowledge of the Corporation, the Corporation reserve the right to forfeit EMD/ Security deposit, besides initiating action to blacklist the firm for a period of one to five years.

10. PROCEDURE & TIME SCHEDULE FOR SUPPLY OF MATERIAL:

- a. As per the time schedule stipulated by the Corporation, it is necessary that the material is to be supplied to the destination points through concerned District Officers of the Corporation. If necessary, the time schedule can be reduced and the approved supplier has to supply the total quantity within 90 days.
- b. It is the responsibility of the supplier to effect supplies as per the ordered quantity to the Dept./destination sites through Corporation District Officers.
- c. In case, the consignment is not supplied within time schedule, the consignment shall be accepted only as per the consent of the concerned consignment receiving Dept.
- d. In case, the supplies are delayed by the supplier, the loss caused to the Dept./ Corporation due to delay, the supplier will be made responsible for which the recovery of the loss amount will be made from EMD/ Security deposit of the supplier, depending upon the cost of the material. The amount to be recovered will be decided by the Managing Director of the Corporation and it would be binding on the supplier.

11. ORDERS' PROCEDURE:

- a. The orders issued by the Corporation for supply of material are subject to change regarding date and place of destination. If any changes are there, they will be communicated to the supplier. According to new schedule, the supplier has to supply the material at the approved rate. If unexpected changes takes place, the Corporation will not be able to pay extra amount for the material supplied.
- b. Any damages/ breakdowns or losses caused during transportation of material or loss occurred due to theft, fire accident, breakage etc. the supplier is responsible and bear the loss and the Dept. is not responsible. It is advised that tenderer take necessary insurance coverage for such losses.

12. AUTHORITY FOR ACCEPTING/ NON-ACCEPTING OF THE MATERIAL:

It is necessary that the supplier has to abide the instructions for supply of ordered quantity within time stipulation. Under the following conditions, the supplied material can be rejected:

- a. If the supplied materials are not in accordance with specifications or ordered quantity.
- b. In case, the consignment is received after expiry of time schedule.
- c. The Purchase Department reserves right not to accept the consignment supplied due to any reasons like war situation/ strike/ climatic disasters etc. as per the ordered quantity.

In the above circumstances, if the consignment is not accepted, the supplier has to take back the material as per the time schedule indicated by the Corporation. Under any circumstances, the Corporation is not responsible for any loss occurred due to return of goods.

13. PAYMENT:

The Payment will be made on payment after payment basis , i.e. on receipt of payment from the purchaser the Corporation will make the payment.

14. TENDER OPENING SCHEDULE:

The schedule date for opening of tender is 05-01-2018. In case, above schedule date is announced as a holiday, the next working day will be the date of opening of tender as per schedule time of 04:00 PM.

15. PURCHASE FROM SC/ST CATEGORY ENTREPRENEURS:

As per the state Govt. Policy, if the SC/ST entrepreneur participate in the tender and submits certificate of special caste category of SC/ST from concerned Departments and fulfills the terms & conditions of the tender, they will get a minimum of 30% share for purchase of material.

16. Once the tenderer submits the tender, it is understood that tenderer has gone through all the terms & conditions of the tender and accepted them. The tenderer should sign all the documents of the tender.

17. The Managing Director of the Corporation reserves the right to amend/modify partially/completely or repeal the terms & conditions of the tender.

18. SETTLEMENT OF DISPUTES:

Any disputes or differences arise between tenderer and Corporation, it is to be amicably settled and the Managing Director of the Corporation will be the arbitrator. If amicable settlement cannot be reached, the court of Bhopal only shall have the jurisdiction to deal with and decide any legal or dispute arising between them.

19. FORCE MAJEURE CLAUSE:

If any time during the currency of contract the performance in whole or in part by either party or any obligation under this contract shall be prevented /delayed by reasons of any war, hostility, acts of the public enemy, civil commotions sabotage, fire, floods, explosions, epidemics, quarantine, restrictions, strike. lockouts or acts of God (hereinafter referred to as eventualities) then neither party will be way of such eventuality be entitled to terminate this contract nor shall have any claim for damages against the other in respect of such nonperformance or delay in performance (provided notice of the happening of any such eventualities is given by either party to the other within 21 days from the date of occurrence thereof) Deliveries under this contract shall be resumed as soon as practicable after such eventualities has come to an end or ceased to exist.

20. The Managing Director of The Corporation reserves the right to impose penalties at his discretion for breach of the terms and conditions (commensurate with the losses incurred) which may be forfeiture of SD and/or debarring the supplier for maximum period of 3 years to supply all materials, whatsoever may be, through this corporation.

21. Please note that **Annexure 7** i.e. Affidavit to be submitted on non judicial stamp of Rs 500/--

22. For all legal proceedings, the District Court Bhopal will have jurisdiction.

23. Managing Director of the Corporation reserves the right to amend or replace or change any condition without any notice, in exigencies required to do so.

24. For all legal proceedings, the District Court Bhopal will have jurisdiction.

Signature of the tenderer
and seal

Deputy General Manager
(Marketing)

ANNEXURE VI

Application Form

To

Managing Director
M P State agro Industries Development Corporation Ltd
3rd Floor, Panchanan Bhawan Malviya Nagar
Bhopal

Subject:- Tender Document for supply of-----.

Dear Sir,

Kindly accept our application for Tender Document for supply of -----
in the state of Madhya Pradesh. I am submitting application and details as per your
prescribed document.

Name & Address of the Applicant Firm
If Proprietorship
a) Name of Proprietor
b) Full Address
c) PAN number /GSTN No
If Partnership	
a) Name of partners and their address	1. 2. 3.
b) Is partnership deed registered If yes then date of registration (attach copy of deed)	Yes / No Date.....
If Limited or Pvt. Limited Company under Indian Companies Act 1956.	.
Limited or Private Limited	
Registered Office Address	
Date of Certificate of in Corporation	
Memorandum & article of Association	
Location of Production units	
Year of Establishment of the units.	
Manufacturing Registration Certificate (Licence/ Acknowledgement EM Part II/ IEM) issued by District Trade Industries Centre (DTIC) or Statutory Competent Authority for manufacturing the Plastic Item.	
Name of Person Singing the TENDER (In Case Of Authorized Person Specific Power of Attorney has to be submitted)

I here by confirm that all the above information is true to the best of my knowledge & belief. All the documents as required in the documents as enclose.

Date

Seal & Signature of the Tenderer
or their authorized Representative

Note: Separate sheet may be used if necessary

AFFIDAVIT

We.....hereby offer for the supply of ----- conforming to the Specifications as mentioned in TENDER.

We undertake to supply such quantities of material as per Specification as mentioned in TENDER, as we may be called upon to supply and under the conditions here-to enclosed during the allotted period from the date of execution of the agreement on the rates agreed upon, at the places to be specified by the M.P. State Agro Industries Development Corporation Limited within the specified delivery period.

We undertake that our firm has neither been Blacklisted/Debarred by any Government / Government Undertaking /Bank nor penalized on the same ground. We also undertake that no legal proceeding is pending in any Courts on the same grounds.

We undertake that the rates given to the Corporation are the lowest price, in accordance to the prevailing rates of the Company / their other authorized dealer & market condition. In case of any dispute or discrepancy in the submitted rates we will be sole responsible. In such cases the Corporation will be free to recover the losses or impose penalties as decided by the Managing Director of the Corporation.

We hereby agree to abide by and fulfill all the terms and conditions of contract annexed hereto and in default there of to forfeit and pay to the M.P. State Agro Industries Development Corporation Limited, the penalties or sum of money mentioned in the said conditions.

The sum of Rs. 30,00,000 (Thirty Lakhs Only) in the form of Demand draft or any of the form specified in the agreement of TENDER Documents is herewith forwarded as Surety Money Deposit which shall be retained by The MP State Agro Industries Development Corporation Limited.

I have read and fully understood the terms and conditions of supplies etc. mentioned in the documents.

Name :.....
Designation:.....
(Signature with Office Seal..)

Witness:

- 1.
- 2.

Note: To be submitted on non judicial stamp of Rs 500.00

Authorization Certificate
(On Manufacturers letter Head)

This is to certified that M/s ----- having it's registered office ----- is our authorized distributor for Madhya Pradesh for product----- manufactured by this company.

We have gone through the terms and condition of Tender Document Document invited by this corporation which is due on 12-01-2018 and M/s ---- -----has only been authorized to submit Tender Document for supply of -----on behalf of our company.

We undertake that as a manufacturer, we are also responsible for the quality of material supplied against this contract through authorized distributor.

Authorized Signatory
Seal
Name and Designation

*Note : *To be submitted in original.*

*** In Case of Company it should be supported with board resolution. In other case it should be issued by Proprietor/ Managing Partner.*

DRAFT AGREEMENT

This agreement made at Bhopal this day ofbetween Madhya Pradesh State Agro-Industries Development Corporation, 'Panchanan, 3rd Floor, Malviya Nagar, Bhopal, M.P. hereinafter referred to as the 'Corporation' which expression shall unless repugnant to the context or meaning there of includes its successors and assigns on the one part.

AND

M/s. having its office at through Shri designation(hereinafter referred to as the Supplier whose expression unless repugnant to the context and meaning thereof includes its assigns, successors and administrations on the other part.

WHEREAS the Corporation invited Tender Document (TENDER) for supply of --- ----- on the terms and conditions envisaged in the terms schedule issued with the Tender Document Document and purchased by the supplier.

AND WHEREAS the supplier has accepted each and every term and condition contained in the Tender Document Document, while submitting his offer.

AND WHEREAS the Corporation accepted the offer submitted by the supplier vide its letter of acceptance no.dated in consideration of the premises and the mutual premises and undertakings hereinafter specified and for other good and valuable consideration this agreement witness and is hereby agreed on the conditions of the Tender. The following documents shall form and be constructed a part of the Agreement Deed:-

- a. The Tender submitted by the supplier including all the annexure attached thereto.
- b. Schedule of specifications for supply of -----
- c. The letter of acceptance dated ----- issued by the Corporation.
- d. The offer submitted by the supplier.
- e. The rates mentioned in annexure to agreement.

The aforesaid documents shall be taken as complementary and mutually explanatory of one another but in case of discrepancies and ambiguities shall take precedence in the order set out above. In this regard the decision of Managing Director, M.P. State Agro-Industries Development Corporation Limited shall be final.

IN WITNESS WHEREOF the parties hereto have signed this agreement on the day and year referred to above.

For Supplier

.....
.....

Signature with Office Seal

Witnesses

1.

2.

For

M.P. STATE AGRO INDUSTRIES
DEVELOPMENT CORPORATION LIMITED

Deputy General Manager (Marketing)

Witnesses

1.

2.